



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STRATTPM VENTURES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord's agents (J.H. and D.H. on behalf of S.V.L., the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The landlord, S.S.G. did not attend and was not represented. The tenant did not attend or submit any documentary evidence. The landlord provided undisputed affirmed testimony that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on June 1, 2017. The landlords have submitted in support a copy of the Canada Post Customer Receipt and tracking label as confirmation of service. The landlord clarified that although the package was served to the tenant after the move-out, the Canada Post Website tracking search shows that the tenant had signed in receipt of the package on June 7, 2017. I accept the undisputed affirmed evidence of the landlord and find that the tenant has been properly served with the notice of hearing package via Canada Post Registered Mail on June 1, 2017 as per sections 88 and 89 of the Act.

At the outset the landlord stated that he is no longer seeking an order regarding the security deposit as it has been decided upon in a previous decision. The landlord also stated that the monetary claim sought would also be amended due to the previous

decision and seeks an amended monetary claim of \$1,935.00 regarding damage or money owed for damage or loss and recovery of the filing fee.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for damage to the unit and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on April 1, 2016 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated April 23, 2016. The monthly rent was \$1,000.00 payable on the 1<sup>st</sup> day of each month.

The landlords seek an amended monetary order for \$1,935.00 which consists of:

\$150.00	Cleaning, 6 hours at \$25/hr.
\$50.00	Missing Entrance Key
\$50.00	Missing Apartment Key
\$35.00	Missing Mailbox Key
\$150.00	Dumpster Bin/Fee
\$1,500.00	Damage, Painting/Carpet Removal and Replacement

The landlord claims that the tenant vacated the rental unit on May 8, 2017 leaving it dirty and damaged requiring cleaning and repairs. The landlord claims that the tenant also failed to return the Entrance, Apartment and Mailbox Key(s) requiring the re-keying/replacement of the locks. The landlord also claims that the tenant left the rental unit with multiple personal items which required disposal. The landlord claims that the tenant painted the rental unit without permission which required re-painting.

In support of this claim, the landlord has provided:

- A copy of an a signed tenancy agreement dated April 23, 2016
- A copy of an in-complete condition inspection report for the move-in and the move-out
- A copy of "Itemized Security Deposit Refund Form", dated May 23, 2017

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I find that the landlord has failed to provide sufficient evidence that the tenant caused damage to the rental unit. The landlord relies upon an incomplete condition inspection report(s) for the move-in and the move-out. The landlord has failed to provide sufficient evidence regarding the “in-house” detailing of cleaning and repairs. The landlord has also failed to provide sufficient evidence of an actual amount of loss based upon the claim filed. The landlord failed to provide any invoice(s)/ receipts for any of the claimed items. As such, the landlord has failed to meet his burden of proof.

### Conclusion

The landlord’s application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 14, 2017

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Residential Tenancy Branch